

MAS Information Technology

Purchasing of New Electronic Equipment (SIN 33411)
Software Licenses (SIN 511210)

Terms

1. Minimum Order / Maximum Order:
\$100.00 / \$500,000.00
2. Geographic Coverage:
CONUS
3. Quantity Discounts:
1% Discount for Single Purchases in Excess of \$100,000.00
4. Prompt Payment Terms:
0% 30 days
5. Government Purchase Cards, accepted at or below micro-purchase threshold:
Yes
6. Time of Delivery, Expedited Delivery:
FOB Point: Destination
ARO: 30 days via ground shipping
Expedited delivery available for all in-stock items.
Contact the Manley Service Department at (949) 340-0088
or support@manleysolutions.com
7. Data Universal Number System (DUNS):
79-1081735
8. Cage Code:
4XRL9
9. System for Award Management (SAM) Database:
Active

CONTRACTOR NAME

Manley Solutions, Inc.

CONTRACT NUMBER

GS-35F-0386Y

CONTRACT PERIOD

May 04, 2012 to
May 03, 2022

BUSINESS SIZE

Small Business
Minority Women Owned

CONTACT INFORMATION
PAYMENT ADDRESS

558 Castle Pines Parkway
Suite B4 301
Castle Pines, CO 80108

877.2MANLEY
949.340.0088
sales@manleysolutions.com

Judy Manley
CEO
jmanley@manleysolutions.com
949.300.0100

Federal Supply Schedule Catalog / Pricelist

GS-35F-0386Y Schedule Title: Multiple Award Schedule

Pricelist current through Modification # 0066, dated 01/06/2021. Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA Price
130 Adapter	Wireless Industrial Adapter (WIA)	The LTE Voice and Data Gateway Adapter includes two RJ11, WAN, LAN, 3MM Audio, PBX, IVR and SIP Trunk Support. The M5G provides VoLTE HD Voice, VoIP and LTE Broadband Cellular Routing. 12Vdc-2A Power Supply, UL Listed 110Vdc. Subscription service required; self-installable, professional installation available.	\$ 679.99
130 Fire	Wireless Industrial Alarm Adapter (WIAA)	Fire Alarm Control Panel - Primary and Supplementary Line LTE Adapter, Verizon, T-Mobile and AT&T Approved, UL Listed, NFPA72 2019 Signaling Code Compliant. Subscription service required; self-installable, professional installation available.	\$ 659.99
130 Voice	Wireless Industrial Voice Adapter (WIVA)	VoLTE Voice Gateway Adapter, Single RJ11 with SMS programming, internal battery (8HR), Global LTE Cellular Data. Dial-Tone FXS to PSTN Adapter. Subscription service required; self-installable, professional installation available.	\$ 639.99
130 Phone	Wireless Industrial Phone Adapter (WIVA)	The VoLTE Executive Desk Phone provides enterprise voice and data hotspot services to the home or office. PBX, IVR features, Android Operating System, Built in Battery, Dual SIM, LCD Display, Function Keys, Speaker Phone and WiFi Client features. Subscription service required; self-installable, professional installation available.	\$ 619.99
INFACT1	Activation Fee	Sinapsium New User Activation	\$ 21.41
INFACT1	Activation Fee	Sinapsium New User Activation	\$ 20.15
INFACT1	Activation Fee	Sinapsium New User Activation	\$ 19.65
INFACT1	Activation Fee	Sinapsium New User Activation	\$ 19.14
ACPWR	AC Power Supply	Wireless Industrial Adapter AC Power Supply (USA), UL Certified	\$ 48.97
SIN000	Sinapsium Virtual Monitoring Software	Sinapsium virtual monitoring software user license (without Verizon airtime) , Basic or Standard Subscription, Wireless Industrial Alarm Adapter or Elevator Call Box, Monthly Subscription	\$ 12.84
SIN000	Sinapsium Virtual Monitoring Software	Sinapsium virtual monitoring software user license (without Verizon airtime) , Basic or Standard Subscription, Wireless Industrial Alarm Adapter or Elevator Call Box, Monthly Subscription	\$ 12.08
SIN000	Sinapsium Virtual Monitoring Software	Sinapsium virtual monitoring software user license (without Verizon airtime) , Basic or Standard Subscription, Wireless Industrial Alarm Adapter or Elevator Call Box, Monthly Subscription	\$ 11.78
SIN000	Sinapsium Virtual Monitoring Software	Sinapsium virtual monitoring software user license (without Verizon airtime) , Basic or Standard Subscription, Wireless Industrial Alarm Adapter or Elevator Call Box, Monthly Subscription	\$ 11.48

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA Price
ACTF	Activation Fee	Activation Fee	\$ 5.33
DSMDATA1	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 5; Overage per MB: \$0.50	\$ 3.73
DSMDATA10	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 500; Overage per MB \$0.10	\$ 21.34
DSMDATA2	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 10; Overage per MB \$0.40	\$ 6.40
DSMDATA3	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 25; Overage per MB \$0.30	\$ 8.00
DSMDATA4	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 50; Overage per MB \$0.20	\$ 9.60
DSMDATA5	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 100; Overage per MB \$0.20	\$ 12.80
DSMDATA6	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 150; Overage per MB \$0.20	\$ 13.87
DSMDATA7	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 200; Overage per MB \$0.20	\$ 16.00
DSMDATA8	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 250; Overage per MB \$0.20	\$ 17.07
DSMDATA9	Cellular Data service	CDMA Cellular Data Service; Monthly MB Cap: 300; Overage per MB \$0.10	\$ 19.20
DSMSTP	IP	Public Static IP	\$ 2.67
INTSMSMO	Internt SMS MO	International SMS MO	\$ 0.96
INTSMSMT	Internt SMS MO	International SMS MO	\$ 0.32
SETF	Set up Fee	Set-up Fee	\$ 133.35
SMS	SMS MO	SMS MO/ MT Domestic	\$ 0.03
SMSGF	SMS Gateway	SMS Gateway	\$ 266.71
INSTALL-STAGE	INSTALL-STAGE	STAGING FOR HARDWARE	\$ 35.00
INSTALL-VR-1-3	INSTALL-VR-1-3	ANTENNA INSTALL-VEHICLE ROOF (1-3 UNITS)	\$ 375.00
INSTALL-VR-4MIN	INSTALL-VR-4MIN	ANTENNA INSTALL -VEHICLE ROOF (4+ UNITS)	\$ 375.00
INSTALL-VR-DAY-6MAX	INSTALL-VR-DAY-6MAX	ANTENNA INSTALL-VEHICLE ROOF-DAY RATE	\$ 1,999.00
INSTALL-VR-WK-6MAX	INSTALL-VR-WK-6MAX	ANTENNA INSTALL-VEHICLE ROOF-WEEK RATE	\$ 10,499.00
INSTALL-VT-1-3	INSTALL-VT-1-3	ANTENNA INSTALL-VEHICLE TRUNK(1-3 UNITS)	\$ 375.00
INSTALL-VT-4MIN	INSTALL-VT-4MIN	ANTENNA INSTALL-VEHICLE TRUNK(4+ UNITS)	\$ 375.00
INSTALL-VT-DAY-6MAX	INSTALL-VT-DAY-6MAX	ANTENNA INSTALL-VEHICLE TRUNK-DAY RATE	\$ 1,999.99
INSTALL-VT-WK-6MAX	INSTALL-VT-WK-6MAX	ANTENNA INSTALL-VEHICLE TRUNK-WEEK RATE	\$ 8,999.00

Warranty Provision

Standard Commercial Equipment Warranty

Manley Product Warranty

Document Number: 1234255

Date: 01012021

Manley Solutions, Inc. (MANLEY) warrants its products to be free from manufacturing defects in materials and workmanship for twelve months following the date of manufacture. MANLEY will, within said period, at its option, repair or replace any product failing to operate correctly without charge to the original purchaser or user.

This warranty shall not apply to any equipment, or any part thereof, which has been repaired by others, improperly installed, improperly used, abused, altered, damaged, subjected to acts of God, or on which any serial numbers have been altered, defaced or removed. Seller will not be responsible for any dismantling or reinstallation charges.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MANLEY.

Any action for breach of warranty, including but not limited to any implied warranty of merchantability, must be brought within the six months following the end of the warranty period.

IN NO CASE SHALL MANLEY BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE SELLER'S OWN NEGLIGENCE OR FAULT.

In case of a defect, contact the security professional who installed and maintains your security system. In order to exercise the warranty, the product must be returned by the security professional, shipping costs prepaid and insured to MANLEY. After repair or replacement, MANLEY assumes the cost of returning products under warranty. MANLEY shall have no obligation under this warranty, or otherwise, if the product has been repaired by others, improperly installed, improperly used, abused, altered, damaged, subjected to accident, nuisance, flood, fire or acts of God, or on which any serial numbers have been altered, defaced or removed. MANLEY will not be responsible for any dismantling, reassembly or reinstallation charges. This warranty contains the entire warranty. It is the sole warranty and any prior agreements or representations, whether oral or written, are either merged herein or are expressly cancelled. MANLEY neither assumes, nor authorizes any other person purporting to act on its behalf to modify, to change, or to assume for it, any other warranty or liability concerning its products. In no event shall MANLEY be liable for an amount in excess of MANLEY's original selling price of the product, for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of any failure of the

product. Seller's warranty, as hereinabove set forth, shall not be enlarged, diminished or affected by and no obligation or liability shall arise or grow out of Seller's rendering of technical advice or service in connection with Buyer's order of the goods furnished hereunder.

MANLEY RECOMMENDS THAT THE ENTIRE SYSTEM BE COMPLETELY TESTED WEEKLY.

Warning: Despite frequent testing, and due to, but not limited to, any or all of the following; criminal tampering, electrical or communications disruption, it is possible for the system to fail to perform as expected. MANLEY does not represent that the product/system may not be compromised or circumvented; or that the product or system will prevent any personal injury or property loss by burglary, robbery, fire or otherwise; nor that the product or system will in all cases provide adequate warning or protection. A properly installed and maintained alarm may only reduce risk of burglary, robbery, fire or otherwise but it is not insurance or a guarantee that these events will not occur.

CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS BASED ON A CLAIM THE PRODUCT FAILED TO GIVE WARNING.

Therefore, the installer should in turn advise the consumer to take any and all precautions for his or her safety including, but not limited to, fleeing the premises and calling the police or fire department, in order to mitigate the possibilities of harm and/or damage.

MANLEY is not an insurer of either the property or safety of the user's family or employees, and limits its liability for any loss or damage including incidental or consequential damages to MANLEY's original selling price of the product regardless of the cause of such loss or damage.

Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, or differentiate in their treatment of limitations of liability for ordinary or gross negligence, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Warranty Registration Card:

Device Model Number _____

Device Serial Number _____

Device Purchase Date _____

Purchase Source _____

EULA

End User License Agreement

TERMS AND CONDITIONS

Document Number: 00171018

WIRELESS CONNECTIVITY AND CLOUD SERVICES

IMPORTANT – READ CAREFULLY

THIS AGREEMENT "END USER LICENSE AGREEMENT" IS MADE AND ENTERED INTO BY AND BETWEEN MANLEY SOLUTIONS, INC. "MS" AND THE CUSTOMER "CUSTOMER" IDENTIFIED IN CUSTOMER INFORMATION (SECTION 13) WHEREBY MS WILL PROVIDE MONITORING SERVICES FOR THE SUBSCRIBER, SUCH SERVICES TO CONSIST SOLELY OF THOSE DESCRIBED HEREIN. IT IS IMPORTANT TO NOTE THAT YOUR INSTALLER IS NOT OWNED OR OPERATED BY US AND IS INDEPENDENT. AS SUCH, YOU AGREE THAT WE DO NOT ASSUME, AND SHALL NOT BE LIABLE, FOR ANY ACTS OR OMISSIONS OF THE INSTALLER.

1. SERVICE: CELLULAR CONNECTIVITY WILL NOT BEGIN UNTIL WE HAVE RECEIVED AN APPROVED: (i) FULLY EXECUTED COPY OF THIS AGREEMENT; (ii) VALID TEST SIGNALS FROM THE SYSTEM; (iii) ANY REQUIRED LICENSING INFORMATION; AND (iv) MONITORING SUBSCRIPTION FEES.

1.1 We may discontinue any particular response service by giving you written notice, if required to do so, by any governmental agency or our liability insurance provider.

2. TRANSMISSION LINES - TRANSMISSION FACILITIES: The system includes a communicator that sends signals to the Center by one of the following methods: a. Cellular or Radio Transmission. If cellular service is used as a primary or secondary transmission path, the communicator is connected to the cellular network. Cellular transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. b. Internet Transmission. The communicator is connected to the Internet, provided by the Cellular Carrier. In order for the system to transmit signals, it must have uninterrupted access to an Internet connection. Your further acknowledge that signals are transmitted over cellular, which are wholly beyond our control and are maintained and serviced solely by the applicable cellular provider. MS shall not be responsible for any failure which prevents transmission signals from reaching the MS monitoring center or damages arising there from.

3. FALSE ALARMS: You agree that you, or others using the system, will use it carefully, so as to avoid the causation of false alarms. You agree to pay all directly or indirectly imposed false alarm fines, fees or charges incurred as a result from the occurrence of false alarms charged by any governmental agency.

4. CUSTOMER DUTIES: 4.1 You will instruct all persons who may use the system on its proper usage. 4.2 You will test the system and send test signals to our monitoring facility in accordance with our instructions at least monthly. If a problem in the system occurs, you will notify us immediately. 4.3 You will obtain and keep in effect all permits and licenses that may be required

for the installation and operation of the system. 4.4 You will notify us, in writing, of any changes in the persons or telephone numbers of the information contained on the reverse side of this agreement.

5. TERM, PAYMENT, OVERAGES: 5.1 The term "term" of this License Agreement shall commence on the date MS receives an authorized order from Customer. You have selected a _____ license term, with _____ billing. 5.2 Payment Remittance Address: Manley Solutions, Inc. 558 Castle Pines Parkway, B4 391, Castle Pines, CO 80108. 5.3 Data Overages: Plan includes 250 minutes, 250MB. Voice Overages will be charged at \$1/per minute, Data Overages will be charged at \$0.15/per MB.

6. SUSPENSION, DISCONNECTIONS: Upon termination of this Agreement for any reason, you agree to permit us to discontinue monitoring and, subject to applicable security measures, further permit either Installer or our designee to enter your premises and disconnect your system from our monitoring network. You understand that we may stop or suspend monitoring service if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our monitoring facility to the extent that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone or Internet service between the system and our monitoring facility; or (iii) we are unable to provide service because of some action or ruling by any governmental authority.

7. EARLY TERMINATION: In the event of early termination of services you agree to provide written 30-day notice and to pay an early termination fee in the amount of equal to the equipment discount received on each line of service. In addition, 75% of your monthly service charge will be due on the remaining balance of the initial contract term.

8. ASSIGNEES: We may only transfer or assign this agreement to any other alarm company subject to the procedures in FAR Part 42.12. You may not transfer this agreement to someone else (including someone who purchases or rents your premises), unless we approve the transfer in writing.

9. LIMITATION OF LIABILITY: MS is not an insurer. You understand: (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on Yourself and others who may use the system; (iii) the amount you pay to us is based only on the value of the service we provide; (iv) alarm systems and our monitoring service may not always operate properly for various reasons; (v) it is difficult to determine how fast the police or fire department, paramedics, persons you have designated, or others will respond to an alarm signal; (vi) the system, service and transmission lines are limited as set forth in Sections 2 and 4 herein; (vii) it is

difficult to determine what portion, if any, of possible property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the system; and (viii) if any equipment is moved from its installation position, MS may, at its discretion, determine that such equipment has been relocated. Relocated equipment shall be rendered void and unenforceable.

THEREFORE YOU AGREE, even if a court or other tribunal, decides that our breach of this agreement, a failure of the system, our negligence, or a failure of the installation, monitoring or repair service, caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to \$100.00, and this shall be your only remedy, regardless of what legal theory is used to determine that MS was liable for the injury or loss.

10. Mandatory Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in arbitration to be held in Orange County, CA in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. Before a claim is brought to Arbitration the parties will try to resolve the matter via amicable negotiations. If any party is dissatisfied with the negotiations, they can at any point bring the matter to Arbitration.

(a) Choice of Law. The laws of the state of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11. MS does not warrant that the Software will operate uninterrupted or error-free. MS SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE DAMAGES, OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS, EVEN IF MS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES MS, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. MS SHALL NOT IN ANY CASE BE LIABLE FOR DAMAGES INCURRED BY THIRD PARTY USERS OF APPLICATIONS THAT INCORPORATE MS'S SOFTWARE AND TRAINING MATERIAL SOFTWARE LICENSING FUNCTIONS. MS'S TOTAL LIABILITY FOR DAMAGES, IF ANY, WILL BE LIMITED TO THE TOTAL SOFTWARE FEES PAID BY USER TO MS.

12. THIS AGREEMENT CANNOT BE AMENDED, ALTERED, OR MODIFIED BY ANY AGREEMENT ENTERED INTO BETWEEN INSTALLER AND YOU. OUR DUTY AND OBLIGATION TO PROVIDE MONITORING SERVICE TO YOU ARISE SOLELY FROM THIS AGREEMENT.

You are not a third-party beneficiary to any agreement between the Installer and us. If any provision of this agreement is found to be invalid or

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illegal by a court, the balance of the agreement shall remain in force.

Binding Effect: The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns.

AHJ Inspection: For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

Manley Solutions
Attn: Account Support - Terms
558 Castle Pines Parkway
Suite B4 #301
Castle Pines, CO 80108

support@ManleySolutions.com

13. CUSTOMER INFORMATION

CUSTOMER BUSINESS NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY/STATE/POSTAL CODE

CUSTOMER NAME (PRINTED)

TITLE

EMAIL ADDRESS

PHONE NUMBER

CUSTOMER SIGNATURE

DATE